

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

EDWARD A. PHILLIPS, AS :
LIQUIDATING TRUSTEE :
FOR COMMAND ARMS ACCESSORIES, LLC :
780 Haunted Lane :
Bensalem PA 19020, :
Plaintiff, :
v. : CIV. A. NO. 2:10-cv-00588-HB
ELDAD OZ :
1208 Branagan Drive :
Tullytown, PA 19007 :
ME TECHNOLOGY, INC. D/B/A :
EMA TACTICAL :
1208 Branagan Drive :
Tullytown, PA 19007 :
and :
TACTICAL ARMS, LTD. D/B/A :
CAA TACTICAL, :
P.O. Box 15032 :
Ashdod 77521, Israel, :
Defendants. :

**JOINT MOTION FOR ENTRY OF (1) STIPULATION AND ORDER REGARDING
DEFENDANTS' CONDUCT AND (2) STIPULATION TO STAY PROCEEDINGS**

The parties in the above-captioned case hereby jointly move the Court to enter the following (1) Stipulation and Order Regarding Defendants' Conduct (signed copy attached) and (2) Stipulation to Stay Proceedings (signed copy attached).

Respectfully submitted,

/s/Stephen J. Driscoll
Stephen J. Driscoll, Esquire
PA ID No. 71086
SAUL EWING LLP
Centre Square West
1500 Market Street, 38th Floor
Philadelphia, PA 19102-2186
Telephone: 215-972-8562
Facsimile: 215-972-1835
Email: sdriscoll@saul.com

Counsel for Plaintiff
Edward A. Phillips,
as Liquidating Trustee for
Command Arms Accessories, LLC

Dated: March 5, 2010

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

EDWARD A. PHILLIPS, AS LIQUIDATING TRUSTEE FOR COMMAND ARMS ACCESSORIES, LLC 780 Haunted Lane Bensalem PA 19020,	:	
		Plaintiff,
v.	:	
		CIV. A. NO. 2:10-cv-00588-HB
ELDAD OZ 1208 Branagan Drive Tullytown, PA 19007	:	
ME TECHNOLOGY, INC. D/B/A EMA TACTICAL 1208 Branagan Drive Tullytown, PA 19007	:	
and	:	
TACTICAL ARMS, LTD. D/B/A CAA TACTICAL, P.O. Box 15032 Ashdod 77521, Israel,	:	
Defendants.	:	

STIPULATION AND CONSENT ORDER

AND NOW, this 4th day of March, 2010, Defendant Oz and Defendant EMA, hereby stipulate and agree, subject to entry of this Stipulation as an Order of the Court:

1. Defendant Oz and Defendant EMA shall not and shall not allow EMA's employees or agents to:
 - a. sell or distribute products bearing the trademark or logo of CAA in the U.S.

- b. sell or distribute any products made using proprietary CAA molds (listed in Exhibit A).
- c. alter or erase any CAA trademarks or logos on any products made using proprietary CAA molds (listed in Exhibit A)

2. Defendant Oz and Defendant EMA shall not and shall not allow EMA's employees or agents to:

- a. state or imply that Defendant EMA is the successor company to CAA;
- b. make any statement to existing or potential customers of EMA or CAA regarding the disposition of CAA, its business, its molds, or its products ; except to say that: "Due to differences between the CAA owners, the ongoing business of CAA will be sold along with its trademark and other assets by a court appointed trustee and the legal entity will be subsequently liquidated. However, EMA Tactical is entirely separate and distinct from CAA, is not affiliated with CAA, and is not a successor to CAA."
- c. If asked any question about CAA, Defendant Oz and Defendant EMA shall, and shall instruct its employees and agents, to provide a copy of the flyer attached herewith as Exhibit B (herein "Flyer") if the inquiry is made in person, or send an email containing the text of the Flyer if the inquiry is made via email.
- d. This provision shall not be construed as limiting Defendant Oz or Defendant EMA (or its employees or agents) from otherwise stating the source of any product, mold, other than CAA, or if applicable, the right to use a specific trademark or logo obtained from CAA.

3. Defendant Oz and Defendant EMA shall not and shall not allow EMA's employees or agents to use any proprietary customer list of CAA. This provision shall not be construed as precluding Defendant Oz and Defendant EMA (or its employees or agents) from using information that is generally known or accessible in the marketplace or from personal knowledge.
4. Defendant Oz and Defendant EMA shall not and shall not allow EMA's employees or agents to knowingly interfere with any existing purchase orders or pending purchase orders of CAA.
5. EMA agrees to have ample copies of the attached Flyer available at its booth at every tradeshow in which it participates until the liquidation of CAA as confirmed in writing by Trustee Phillips or the filing of Trustee Phillips' final report with the Court winding up the affairs of CAA or by further Order of this Court, whichever shall first occur. Defendant EMA also agrees to hand a copy of the Flyer to anyone who inquires about CAA at a tradeshow.
6. Defendant EMA agrees to publish as soon as practicable a copy of the retraction (Exhibit C) in any periodical in which the ad attached herewith as Exhibit D was published, to the extent such retraction has not yet been run in said periodical.
7. Defendants Oz and EMA agree to allow Trustee Phillips under the attached confidentiality agreement (Exhibit E) reasonable access at such time and place as mutually agreed to EMA's books and records including those in possession of Gary Savrin of Savrin Associates within two week of this stipulation.

8. None of the provisions above shall be construed as limiting Defendant Oz or Defendant EMA (or its employees or agents) from otherwise: (1) stating the source of any product, mold, or the right to use an applicable trademark or logo obtained from CAA, or (2) distributing, marketing or selling the applicable product, mold, or the right to use the applicable trademark or logo referred to above if they were rightfully obtained from CAA (or from another person that lawfully acquired them from CAA and had the right to convey such rights).
9. Defendants agree that, in addition to being contempt of this order, any breach of this stipulation will result in irreparable harm to CAA, and, accordingly, agree that injunctive relief is appropriate. Defendants also agree to pay the reasonable legal fees and costs of the Liquidating Trustee of CAA in successfully obtaining judicial redress for a breach of this stipulation and further agree that damages for the sale of any product in violation of the covenants will be the loss of profit based on CAA's historical margins for such products.
10. Defendant EMA agrees that it will not employ Jay Portz or otherwise use his services in marketing product until he agrees to be bound by this by signing an acceptance of it.
11. This Order shall terminate and any obligations required pursuant to its terms shall terminate upon the liquidation of CAA as confirmed in writing by Trustee Phillips or the filing of Trustee Phillips' final report with the Court winding up

the affairs of CAA or by further Order of this Court, whichever shall first occur.

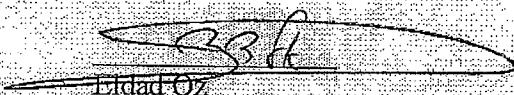
BY THE COURT:

J.

STIPULATED AND AGREED TO:


Eedad Oz for EMA

March 4, 2010
Date


Eedad Oz

March 4, 2010
Date

Exhibit A

The CAA Molds

Item #	Description
CBS	Collapsible butt stock
SST1/2	Saddle stock
MPS	Magazine holder for CBS
UFH	5 position flashlight holder
SRS/ARS	Sniper stock
UPG16/47	Rubberized pistol grip
MLU556/762	Magazine loader/unloader
ML556	Magazine loader
FGA	Flashlight grip holder
PRFCS	Side rail for Buttstock
MMC	Magazine dust cover
ACP	Adjustable cheek rest

Exhibit B

BY COURT ORDER, EMA is required to make this Flyer available at tradeshows, and to hand it to anyone inquiring about CAA or CAA products.

Due to differences between the CAA owners, the ongoing business of CAA will be sold along with its trademark and other assets by a court appointed trustee and the legal entity will be subsequently liquidated. However, EMA Tactical is entirely separate and distinct from CAA, is not affiliated with CAA, and is not a successor to CAA. Accordingly, contrary to any statements that may have previously been made:

- EMA has not purchased CAA molds or any other rights to CAA products
- EMA is not authorized to sell CAA products
- EMA is not authorized to assume existing purchase orders of CAA
- EMA is not authorized to fill existing purchase orders that have been placed with CAA

Exhibit C

In behalf of EMA Tactical, we want to address certain confusion that may have been caused by an advertisement that we, at EMA Tactical, recently placed in this publication. EMA Tactical is a company that is entirely separate and distinct from another company called Command Arms Accessories ("CAA"). EMA Tactical is not affiliated with CAA, and is not an authorized distributor of CAA products. Furthermore, EMA Tactical is not a successor in interest to CAA.

Contact information for both parties is as follows:

EMA TACTICAL 1208 Branagan Drive, Tullytown, PA 19007 T: 215-949-9944 • F: 215-949-9191 E: info@ematactical.com • www.ematactical.com	Command Arms Accessories 780 Haunted Lane, Bensalem PA 19020 T: 267-803-1518 • F: 267-803-1002 E: info@commandarms.com • www.commandarms.com
--	---

Exhibit D



Exhibit E

[

Dated: 3/3/10

NON-DISCLOSURE AGREEMENT

ME TECHNOLOGY, INC. D/B/A EMA TACTICAL, ELDAD OZ, and EMA/ELDAD OZ's Accountant, Gary Savrin of Savrin Associates (collectively "EMA") possess certain information related to sales and revenue of products sold by EMA, and EDWARD A. PHILLIPS, AS LIQUIDATING TRUSTEE FOR COMMAND ARMS ACCESSORIES, LLC ("Trustee") desires to analyze this information pursuant to the liquidation of Command Arms Accessories (CAA). Said information is proprietary to EMA and involves certain written information (including books and records) of a character regarded by EMA as confidential (hereinafter referred to as "Confidential Information").

Trustee agrees to receive such Confidential Information on the following terms and conditions:

1. Trustee shall use the same degree of care as it uses with its proprietary information of a like nature (but in no event less than a reasonable degree of care) to hold Confidential Information in confidence and shall not (a) disclose the same to others, or (b) use the same except for purposes of this Agreement, without the written consent of EMA for a period of five (5) years from the date of this Agreement. However, Trustee may disclose Confidential Information to associates and members of his firm, Amper Politziner & Mattia LLP, who have a need to know the same for purposes of this Agreement.
2. Confidential Information shall not include any information which Trustee can show:
 - (a) was in the public domain prior to disclosure to Trustee, or thereafter comes into the public domain without the fault or breach of any confidentiality obligation by Trustee; or
 - (b) was known by Trustee prior to disclosure as shown by competent evidence; or
 - (c) was disclosed to Trustee by a third party not in violation of any obligations of confidentiality to EMA and not prompted by the use of any Confidential Information.
3. Trustee agrees that all information shall remain the property of EMA. Trustee agrees to return all such Confidential Information to EMA, and all copies thereof, at the request of the EMA.

4. Trustee is permitted to disclose Confidential Information if compelled by a court order or subpoena, providing that a protective order is in place.

5. This Agreement and any counterpart original thereof may be executed and transmitted by facsimile and email. The facsimile/electronic signature shall be valid and acceptable for all purposes as it if were an original. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. No modification to this Agreement shall be effective unless made in writing and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized representatives.


EDWARD A. PHILLIPS,
AS LIQUIDATING TRUSTEE FOR
COMMAND ARMS ACCESSORIES, LLC

Date: 3/3/10

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

EDWARD A. PHILLIPS, AS
LIQUIDATING TRUSTEE
FOR COMMAND ARMS ACCESSORIES, LLC
780 Haunted Lane
Bensalem PA 19020,

Plaintiff,

v.

ELDAD OZ
1208 Branagan Drive
Tullytown, PA 19007

CIV. A. NO. 2:10-cv-00588-HB

ME TECHNOLOGY, INC. D/B/A
EMA TACTICAL
1208 Branagan Drive
Tullytown, PA 19007

and

TACTICAL ARMS, LTD. D/B/A
CAA TACTICAL,
P.O. Box 15032
Ashdod 77521, Israel,

Defendants.

STIPULATION

WHEREAS, Certain parties in this civil action have entered into a Stipulation and Consent Order addressing certain issues raised in the Complaint in this action.

WHEREAS, Some of the parties to this civil action are also involved in the liquidation of Command Arms Accessories, LLC ("Liquidation") and are jointly working on resolving issues related to the Liquidation.

WHEREAS, The parties are co-operating in attempting to resolve all remaining issues related to the Complaint and Liquidation and believe that these efforts to resolve all such issues will be materially advanced by staying this litigation for a reasonable time.

AND NOW, this 3rd day of March, 2010, Plaintiff Edward A. Phillips, as Liquidating Trustee for Command Arms Accessories, LLC, Defendants Eldad Oz, ME Technology, Inc. and Tactical

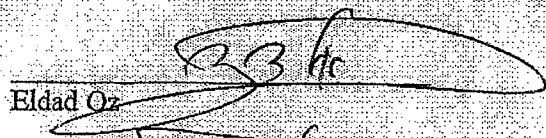
Arms, Ltd. hereby stipulate and agree, subject to entry of this Stipulation as an Order of the Court:

1. To a stay of all proceedings in this matter for ninety (90) days to enable the parties to try and resolve all claims in this matter.
2. The parties will notify the Court promptly if the parties are able to reach a settlement.
3. The stay shall not preclude any action, if necessary, to enforce the Consent Order.


Stephen J. Driscoll, Attorney for
Edward A. Phillips,
as Liquidating Trustee for
Command Arms Accessories, LLC

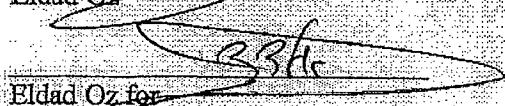
3/3/2010

Date


Eldad Oz

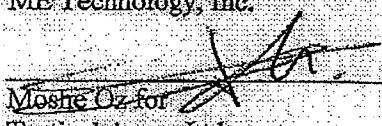
4/3/2010

Date


Eldad Oz for
ME Technology, Inc.

4/3/2010

Date


Moshe Oz for
Tactical Arms, Ltd.

4/3/2010

Date

BY THE COURT

J.